VILLAGE OF GREENPORT
COUNTY OF SUFFOLK  STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York

February 27, 2020
7:00 P.M.

B E F O R E:
GEORGE HUBBARD, JR. - MAYOR
JACK MARTILOTTA - DEPUTY MAYOR
PETER CLARKE - TRUSTEE
MARY BESS PHILLIPS - TRUSTEE
JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY
SYLVIA PIRILLO - VILLAGE CLERK
PAUL PALLAS - VILLAGE ADMINISTRATOR
Regular Session 2/27/20

1 (The meeting was called to order at 7:00 p.m.)
2 MAYOR HUBBARD: Call the meeting to order
3 with the Pledge to the Flag.
4 (All stood for the Pledge of Allegiance.)
5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Terence (Terry) John
7 Fleming, Michael F. Keating, and Marta Ann
8 Hemming.
9 (Moment of Silence)
10 MAYOR HUBBARD: Thank you. Be seated.
11 Okay. We've got a couple of announcements.
12 Carol Edwards has been appointed to the
13 Village of Greenport Tree Committee.
14 The Greenport Band will be playing in
15 Mitchell Park every Friday, from July 3rd, 2020
16 through September 4th, 2020.
17 We have liquor license applications.
18 Removal Application from applicant Iberico Jamon,
19 Inc (with the trade name Basso), located at
20 407 Main Street.
21 And a new application from applicant
22 HF Hotel Owner LLC (with the trade name The
23 Harborfront Inn), located at 209 Front Street.
24 Anybody has comments on either of those can
25 send their comments to the SLA.

Flynn Stenography & Transcription Service
(631) 727-1107
All right. We have a public hearing, Wetlands Permit Application on behalf of Scott Wachenfeld to construct a second-floor addition and perform interior renovations on the property located at 3 Sandy Beach.

I have the file here from the property. Anybody who wishes to comment on that, name and address for the record, and we'll open the public hearing.

MR. BROWN: Robert Brown, I'm the Architect on the project, 205 Bay Avenue. I'm really here just to answer any questions that you may have.

There was a revision to the drawing, which I was able to submit today, to respond to the CAC concern about the elevation. That was an error on my part. I didn't raise the building high enough for the V Zone. I gave it an A Zone rating in error, but it's now corrected on the plans.

MAYOR HUBBARD: Okay. And Paul has the plans?

MR. BROWN: Paul has -- yeah.

ADMINISTRATOR PALLAS: Yeah. I haven't had a chance to thoroughly review them, but I do have them.
MAYOR HUBBARD: Right. It was adding an additional foot on, or whatever that was. It was --

ADMINISTRATOR PALLAS: Yeah, that's all it was, correct.

TRUSTEE MARTILLOTTA: Is that all it was?

MR. BROWN: It was a foot-and-a-half, well, actually.

MAYOR HUBBARD: Nothing's changed, except for the elevation of a foot, I believe, right?

MR. BROWN: That's correct.

MAYOR HUBBARD: Okay. All right. Just so everybody's comfortable with that.

TRUSTEE MARTILLOTTA: Sure, yeah.

MAYOR HUBBARD: Okay.

MR. BROWN: And if there are any other questions that you might have of me.

MAYOR HUBBARD: All right. Well, let's see if the public wants to weigh in on it, and then we'll ask the Board if they have any questions.

Anybody from the public wish to comment on the -- yes, go ahead, John.

MR. SALADINO: John Saladino, Sixth Street.

My comment is about the process. And I don't want to step on anybody's toes here. We
all know that Greenport, the Village of Greenport is the last permitting agency. One of the recommendations that the CAC made for this application and for some prior applications was that they comply, not with the concept of the CAC, but a code stature of -- statute of the Village of Greenport.

And the provision of the code says, that provision or that particular portion of the code says that there'll be -- that Suffolk County Department of Health Services will sign off on -- on an application like this, that it's an application that is not connected to a municipal sewer system.

So my question is -- and I have to be honest with you. Paul and I have had this discussion, and I'm not sure if we agree on it, if we don't agree on it, I just thought I would put it to you, the Village Board, to just clarify the policy.

If the Village of Greenport is the last permitting agency, and a permit from the Suffolk County Department of Health Services is required by Village Code, why isn't that provided before the public hearing process, before the
application is accepted? That's kind of like my question.

In the interest of full disclosure, I'm a member of the CAC. I was one of the people that on numerous occasions in the past have made this recommendation. I made this recommendation in agreement with the other members of the CAC for this particular application.

So before it even gets to this, to this point in the public hearing process, why isn't that -- why isn't the comments, or the permit, or the signoff from the Suffolk County Department of Health Services included in the permit process before the permit process even gets to the public hearing stage?

This is not a concept from the -- from the CAC, it's not something we dreamed up, this is code, this is the language of the code. Chapter 105-4 says this is required.

So I just, for this application and for future applications, I would just ask you that perhaps the Village Board thinks about that before we get to the point where it's a public hearing process. We don't do it with any other wetlands permit. With a wetlands permit, before,
before the permit gets to this point, it has to
be signed off by or complied with by the DEC,
Army Corps of Engineers, if necessary, and any
other -- any other agency that's required to
issue a permit before the Village.

So I would ask that you think about, on
that particular section, since it's the only
property in Greenport that doesn't have a
municipal sewer system, is think about that
portion of our code, Chapter 105, and apply it to
the process and make it policy, that before we
get to this point, the Suffolk County Department
of Health Services weighs in. Thank you.

MAYOR HUBBARD: Thank you. I just -- I
just want to ask the Village Attorney -- no,
that's fine, John. Thank you. Joe, in the
process, is that something that should be done
beforehand? I mean, we're not doing it now.
Should we look at revising the working chain of
how we go through this?

ATTORNEY PROKOP: Well, we'd either have to
have a stated policy, or it would be -- have to
be part of our code. We haven't -- we did have a
similar application before, so we should treat it
in the same way.
MAYOR HUBBARD: Okay.

ATTORNEY PROKOP: Which is I believe that we allowed the other application to have a hearing, to at least start the hearing process, but we didn't -- if I'm not mistaken, we didn't close the hearing until, until the -- we had a -- we determined the Suffolk County Health issue question, but we did accept it to commence the public hearing.

MAYOR HUBBARD: Okay. Well, maybe we can review that and have a discussion at the work session --

ATTORNEY PROKOP: I think --

MAYOR HUBBARD: -- of where that should fit into the process.

ATTORNEY PROKOP: I think that's what we should do, especially since we just got -- I know it was a very small change in the plans, but we did get a change in the plan today, and my recommendation would be to keep the hearing open and discuss it.

MAYOR HUBBARD: Well, we do that anyway, and we would discuss it our next meeting. We're just having the public hearing tonight. But if you look at the procedure and the process and see...
if there's a recommendation that should be
done --

ATTORNEY PROKOP: Yes.

MAYOR HUBBARD: -- and, you know, the
chain -- not the chain of command, but, you know,
as we're going through it, the process, we need
this before that, because there's been a
recommendation in the past from the CAC that they
have to get that permission before they can go
through with the project. But if it should be
done beforehand, as was just mentioned, I'd like
to review that and see if that's what it actually
is and have a discussion when we have our
discussion on the application next month.

TRUSTEE PHILLIPS: Yes, they do, because in
the past, I believe it's been processed through
the Building Department, is the one who actually
kept in contact with Suffolk County Health
Department when previous applications were done
years ago. And I think that, at one point, there
was one that did get held up, because Suffolk
County Health Department came back to the
Building Department and said that that wasn't
acceptable. So there is -- there is a process
that's been in the past. It's just we have very
few properties in the Village of Greenport that have no sewer.

But my one question is, Joe, are you recommending that this public hearing be left open until after our discussion at the work session, or we can take the information and close the public hearing and then discuss the permit?

ATTORNEY PROKOP: Well, this -- excuse me. The feedback from the Suffolk County Health Department, is that because you're adding bedrooms?

MR. BROWN: No, no.

ATTORNEY PROKOP: What do you need from the Suffolk County --

MR. BROWN: Well, it's my --

TRUSTEE PHILLIPS: They're putting in a tank.

MR. BROWN: It's my understanding that the septic, the existing septic system would not comply with current code, and the owner agrees that he wants to upgrade it. And if we upgrade it, I'm relatively certain that the Suffolk County Department of Health --

TRUSTEE PHILLIPS: Would have to have it.

MR. BROWN: -- would require what they call
an I.A. system.

If I may, with respect to Joe, and to John, thank you for your service on the CAC, in every municipality that I deal with in making building permit applications, in a situation like this, where you have Trustees, you have DEC, you have Health Department, all of those are prerequisite to making the building permit application.

If we go down the path of requiring Health Department before coming to wetlands, there's a danger there, in my opinion and from my experience, of, well, you know, do you have to get all of these other permits before coming here, or, you know, and other agencies are saying, "Well, you have to have this other permit before you come here," and it becomes sort of a circular firing squad in terms of getting permits.

In all my experiences in other municipalities, the Health Department permit is, as I said, prerequisite to getting a building permit, as is all of those other agencies.

ATTORNEY PROKOP: So it would be my recommendation that the -- that the public hearing be held open so that the Board could
discuss this at the work session. The Board might have additional questions for you at a public -- continuation of a public hearing.

MR. BROWN: It would be my pleasure to appear and answer any questions you might have.

MAYOR HUBBARD: Okay.

TRUSTEE ROBINS: Rob, could you just answer the question. The I.A. system that you're referring to, what does that mean exactly?

MR. BROWN: It's called -- I don't even remember what the IA stands for.

TRUSTEE ROBINS: Concept of the IA.

MR. BROWN: But it's conceptually --

MAYOR HUBBARD: It's the new systems that are required by Suffolk County.

TRUSTEE ROBINS: Are they self-contained?

MR. BROWN: Instead of -- instead of a septic tank, it is a mechanical tank --

TRUSTEE ROBINS: Okay.

MR. BROWN: -- that denitrifies the waste.

TRUSTEE ROBINS: Okay.

MR. BROWN: It's an expensive system, and it requires, I think, semiannual maintenance. It's not a simple situation, but over the past couple of years, the Health Department and other
municipalities have been requiring it in waterfront situations.

TRUSTEE ROBINS: Okay.

MAYOR HUBBARD: This is the one that people got the grants for from the State --

TRUSTEE ROBINS: Yes.

MR. BROWN: Yes.

MAYOR HUBBARD: -- and then they taxed on it?

TRUSTEE ROBINS: Right.

MR. BROWN: And then they got taxed on it.

MAYOR HUBBARD: Right, exactly. That's --

TRUSTEE ROBINS: They did, they did. And is there enough land mass down there to install a system like that on Sandy Beach.

MR. BROWN: It's not a big system.

TRUSTEE ROBINS: It's not.

MR. BROWN: It's the same size as any conventional system.

TRUSTEE ROBINS: Okay. Okay, that's all I wanted to know. Thank you.

MR. BROWN: Sure.

MAYOR HUBBARD: Okay. Any other questions?

(No Response)

MAYOR HUBBARD: All right. Thank you. Any
other discussion on the wetlands permit?

(No Response)

MAYOR HUBBARD: All right. A motion to keep the public hearing open until next month, and we'll discuss it at our work session.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. Okay.

MR. BROWN: Thank you very much.

MAYOR HUBBARD: Thank you, yep.

MR. BROWN: And if you could just let me know when the work session is, I'll be happy to appear and answer any questions.

MAYOR HUBBARD: Yes, the third Thursday of March. I'll tell you the date in just a second.

TRUSTEE PHILLIPS: Eighteenth?

TRUSTEE ROBINS: It's the nineteenth?

MAYOR HUBBARD: Nineteenth.
TRUSTEE PHILLIPS: Nineteenth?

MAYOR HUBBARD: Nineteenth, 7 o'clock will be our work session.

MR. BROWN: Thank you very much.

MAYOR HUBBARD: Okay, you're welcome.

Okay. Next, we have public to address the Board on any topic. If anybody from the public would like to address, come to the podium, name and address for the record.

MR. BULL: Stephen Bull, 24 Sandy Beach.

I want to read to you from my letter to the Editor, which was in today's Suffolk Time under the category of "Your View". This is my view. And I believe the heading of this letter to the Editor is "We Need Trustees to Act Now".

And I go on to write, "Inaction by the Village of Greenport should not deprive Stirling Basin and Sandy Beach residents in their 90-year struggle to get a sewer connection. Already, Stirling Basin is posted with warnings not to take the shellfish.

Last year, I, and other interested individuals, reached out to Safe Harbor Marinas and involved the Village to win an implementation grant of $380,000 for this $2 million sewer
extension. This sewer plan gathers the waste of Sandy Beach cesspools and runs through Stirling Harbor Marina, which would allow Stirling and possibly the Greenport Marina to hook up to the sewage system. Porto Bello, a Village restaurant, and future Village pumpout stations would also have access to a sewage facility.

This is a Peconic Estuary water quality issue." "This is a Peconic Estuary water quality issue that benefits the entire Village of Greenport and the North Fork.

Further, without a sewer system, Sandy Beach residents are prevented from raising their houses out of harm's way, as prescribed by FEMA, that further imperils Greenport.

The Trustees are unwilling to allow the construction without each house building an expensive individual septic system," such as the one that was disclosed earlier today. "Insufficient land around these small cottages makes it impossible to accommodate holding tanks and leaching fields and the systems, which would also be flooded in winter storms.

The Village should pay the upfront cost of $178,000 to create the construction drawings to
make the project eligible for the rest of the funding. These drawings are needed by the end of June 2020 to support the application deadlines in the next round of Suffolk County and New York State grants to complete the construction of the sewer project.

Where would the Village get $178,000 to finally realize the project? One, the Village has sufficient money in their Sewer Fund now. Two, the Village recently signed a contract to extend its sewers to the 50 units of the Vineyard View Apartments. The Village has already extended its sewers to Peconic Landing, also outside the Village.

Money accrued from the Vineyard View Apartments' extension should be put towards construction drawings needed now. Stirling Basin and Sandy Beach are within the Village. The Village has to take care of its own first. If it does not help fund the construction drawings, our hard earned $380,000 will be returned.

Thank you.

MAYOR HUBBARD: Thank you. Anybody else wish to address the Board?

MS. MILLER: Good evening. Leueen Miller
424 Fourth Street.

I'm here with some issues concerning Fourth Street. I could have avoided taking all your time up if I could get some responses from several phone calls I made to the Village, which particularly to the Highway Department or the Road Department, which are never answered. I get just -- you can call and call and call, no one will answer you back.

Anyway, so I'm here, and the issues I have are the condition of Fourth Street. From Front Street to the parking area, and even going beyond that, is a disgrace, it's shocking. And I have been complaining about it for maybe 20 years. And what I've heard was, "Oh, we have great plans for that area," you know, the whole train, and all that museum that's all going to some grand plan in -- that's being worked out to improve that, and that then Fourth Street will look a lot -- it will be part of all that. Well, 20 years later, nothing is happening.

The Jitney, which used to come a couple of times a day, now comes God knows how many times a day. I have nothing against the Jitney, I ride it all the time, but it's taking a toll on the
street. And I think it's really shocking that the Village is not addressing the repair of Fourth Street. Occasionally, someone will come by and put some stuff in a pothole, which lasts about a week, and then that's gone. So that's one point.

Second point is I have 428 Fourth Street, 427 Fourth Street, houses on either side of my driveway. They all now have four and five cars. I don't know how many people live in these places. They all have space where they could park the cars off the road, but they all park on the road on either side of the driveway that I use.

And there's also a boat that's been parked there for most of the winter. Now, if I knew that I could put my boat on Fourth Street, I could have saved myself a lot of money storing my boat at the Marina for many, many years.

I'm told that this boat, nobody knows who owns it, nobody around apparently owns it, that's what I'm told, but there it sits. So when I come out of my driveway and I try to make a left or a right turn safely, I can't really see, because there are cars on either side that are blocking
my vision, cars in front. So I have to pull out all the way onto the street. And if by any chance someone is going by quickly, I mean, I have had almost -- fortunately, I haven't had any accidents, but I've almost had accidents.

And I tried to call the Highway Department to see if some signs could be, you know, put up to say "Hidden Driveway", or don't park within "X" feet of the driveway, or something that would make it safe, but since nobody gets back to me, here, here I am.

Now, it's sort of interesting that the end of Flint Street, I think it's on the end of Brown Street, further down on Fourth Street, the area that goes from Fourth Street to the water, which no one ever uses, those have been repaired over the winter beautifully, I mean, and no one ever uses them, except for maybe adjacent houses to park the cars there. I understand it might have something to do with, you know, water coming in, low lying areas, that could well be, but if there was money for that area, which is never traveled on, surely, there should be money for the main part of Fourth Street.

And so I'm concerned about the condition of
the road and the safety of my getting ingress and egress from my property. And I -- all I want is someone to call me back, go over the issues, show them what's involved. I have photos of the cars all parked on either side.

And, finally, 420 -- 428, I think it's Fourth Street, the housing property, the North Fork Alliance, that's for affordable housing, which is fine, but I went to a Board meeting, which there was a tiny little notice at the bottom of a page that I noticed several months ago. And I finally went to one of their Board meetings to discuss the condition of this house, which has not been painted since I would say 40 years, 50 years, it has never been painted. It's a disgrace. There was a porch that was falling apart, and there were children in that house. And, finally, after quite a while, the porch is being held up by two-by-fours. And, finally, they did come and repair it, and I think they might have done something to the roof.

But I don't think it's right, affordable housing or not, that the owners and the administration of the housing, while they're buying up new places and are not taking care of
the ones they have and letting the place just fall apart. There's a garden there where you could park your car, there's a garden that could be looked after. It's just like a zombie place. That's what I have to say. And I would appreciate it if someone could look into some of these issues.

MAYOR HUBBARD: I can give you answers on the issues right now, if you'd like.

MS. MILLER: I'd love that.

MAYOR HUBBARD: Okay. We talked about paving Fourth Street five months ago. The plans are in place, it's going to be paved this spring.

The road end projects were done with a grant from Suffolk County, along with money that we had gotten from PSE&G to curb runoff going into Widows Hole and to Gardiners Bay. So that was done first, so that then we could go and pave the rest of Fourth Street. So Fourth Street is going to be paved from one end to the other. It's on our project that's supposed to be done --

MS. MILLER: Great.

MAYOR HUBBARD: -- May or June.

MS. MILLER: Great.

MAYOR HUBBARD: Okay. Instead of calling
the Highway Barn, you should call Village Hall
and talk to somebody at Village Hall, 0248 --

MS. MILLER: No, no, I called Village Hall.

MAYOR HUBBARD: Well, you said you called
the Highway Barn.

MS. MILLER: Well, I mean, whoever is in
charge of the -- within the Village
Administration, whoever's in charge, I get
connected.

MAYOR HUBBARD: Well, if you call Village
Hall and speak to Paul Pallas or the Village
Clerk --

MS. MILLER: The only time I can ever get a
response from the Village, and I'm being quite
frank, I have to Sylvian and tell here, "Sylvia,
I've called this person, that person, no
response, do you think you could help me?" And
shortly after, Sylvia will call me back and tell
me something.

MAYOR HUBBARD: Okay, I mean, because they
take notes in Village Hall. When somebody
answers the phone, they take notes and then it
gets passed on to the appropriate person.

Well, I could just explain, the parking on
the side of the street is not illegal, people are
allowed to park there. A boat that's been parked for -- all winter should not be parked on the -- if it's on the street. If it's on somebody's property on the edge of the street, it's allowed to be there.

That's the first I've heard about the boat. I will have Paul go and have that checked out tomorrow to see where the boat is. We'll send Code Enforcement down to look at that and find out where --

MS. MILLER: I mean, it's not right in the main -- it's to the side, where normally you'd have a sidewalk, except there's no sidewalk there. But, I mean, does everybody -- could we all park our -- leave our boats out there on Fourth Street in the winter?

MAYOR HUBBARD: If it's on -- in the road, you cannot leave a boat there. If it's on somebody's property, on the side of the road on their property --

MS. MILLER: No, no, no, it's on Village -- it's on Village -- it's not --

MAYOR HUBBARD: So it's in the road?

MS. MILLER: Yeah.

MAYOR HUBBARD: Okay. Well, I will have
Paul look at that tomorrow.

ATTORNEY PROKOP: The boat's been the subject of review for about a month or month-and-a-half now. It has been -- there is --

TRUSTEE PHILLIPS: It was on the -- on the reports.

ATTORNEY PROKOP: There is somebody looking into it, and it has been the subject of a review by the Village.

TRUSTEE ROBINS: I've seen it on the complaints.

MS. MILLER: But why would you take a month-and-a-half to -- I mean, it's either there correctly or it's not.

ATTORNEY PROKOP: Maybe -- maybe it's three weeks.

MS. MILLER: Everything seems to take so long. Everything seems to be very fuzzy and hazy, and passing one -- passing the buck from one area to the other. Meanwhile, people like me don't get any responses and I have to come to the Board.

MAYOR HUBBARD: Okay. Well, some of that, there's a process it has to go through. If it -- Code Enforcement will write Order to Remedy, then
that has to go for 10 days to see if the person
has a chance to do that, instead of writing a
ticket right away. Then, when they write a
ticket, the ticket will be 14 days they have to
rectify it before they end up going to court. So
that is a three-week span.

MS. MILLER: Why don't they just call,
"Mrs. Miller, thank you, we got your call, we're
looking into it"? That's all I need. I don't
need -- I don't need silence, I don't need --

MAYOR HUBBARD: Okay. No.

MS. MILLER: -- calling again and again and
not one getting back to me.

MAYOR HUBBARD: I will ask tomorrow of
what's going on and who's not responding back or
where that went. Somebody should respond back to
you.

MS. MILLER: That's all I would need.

MAYOR HUBBARD: There's also, if you want,
there's a complaint form on the Village website.
When you put something in on the Village
complaint form, it's anonymous, but you can leave
your name. Those get circulated to the whole
Board, and then the whole Board would know about
that.
TRUSTEE ROBINS: We see that.

MAYOR HUBBARD: So, if you're having an issue, you just go to the Village website complaint form, fill it out. Somebody will get back to you. All five of us see those. A phone call to Village Hall we do not see. So if -- you know, wherever that might be missing, the communication in getting back to you, if you do it on the complaint form, we get those the next day. They come in one day, we get a copy the next day, and all five of us will see that, and one of us will get back to you on it.

MS. MILLER: Believe me, I'm not --

MAYOR HUBBARD: That's fine.

MS. MILLER: -- in the business of making complaints. I just --

MAYOR HUBBARD: Okay.

MS. MILLER: -- have issues and I'd like to get some feedback about it.

MAYOR HUBBARD: Yeah. Well, that's what it's -- Fourth Street will be paved in the springtime. We're doing a bunch of roads and that one is included in that.

MS. MILLER: Okay. But the issue of also the in and out of my driveway, I'd like someone
to look at that and see if there's some -- some
safety factors.

MAYOR HUBBARD: Yeah, we will look at that. We'll see how close they are to the driveway. They have leave room to get out. We have signs on Wiggins Street, "Do Not Block Driveway" --

MS. MILLER: Right.

MAYOR HUBBARD: -- and all. Have you spoken to your neighbors and asked them to not park right on the edge of the road?

MS. MILLER: Well, I spoke to -- I mean, it's a transient -- 428 is a transient group.

MAYOR HUBBARD: Okay, that's fine. No, I'm just --

MS. MILLER: And the cars that park on the other side, I don't know even who lives in --

MAYOR HUBBARD: That's fine. I'm just -- sometimes it's easier to go to your neighbor and say, "Look, you're blocking me in, you can't do that." I've done that in my neighborhood, and I've talked to people, and then people just leave us some room.

MS. MILLER: These are transient people.

These are not permanent residents --

MAYOR HUBBARD: That's fine.
MS. MILLER: -- that we develop

relationships with.

MAYOR HUBBARD: They will go down and take
a look at that. We'll have Code Enforcement look
at the area. And if we need to, we'll get a sign
saying, "Do Not Block Driveway" for you.

MS. MILLER: It's not blocking it, it's
blocking, you know, whatever.

MAYOR HUBBARD: I know what you -- yes, you
want a few feet on each side so you can get out
and swing there at the corner, yes.

MS. MILLER: Yes.

MAYOR HUBBARD: Okay.

MS. MILLER: Thank you very much.

MAYOR HUBBARD: All right. Thank you.

MS. GORDON: Dinni Gordon, 152 Sixth
Street. Good evening.

We all know that the census is an important
thing that's happening this year. And Sister
Margaret Smyth, who runs the North Fork Spanish
Apostolate, has got a grant from the Census
Bureau to work on the representation of the
communities that are least likely to respond
easily and quickly to the census. And, of
course, in Greenport and in Riverhead, this means
the Hispanic community. Not everybody is reluctant to respond, but many people are. So her effort is to get as much knowledge about the census and reduce the fears people have of possibly being exposed to immigration enforcement.

It's very important, obviously, for every resident to be counted, because representation in Congress depends on the count that the census does, and resources that are allocated to the states and to the cities depend on that.

So the actual count does not really begin until the 1st of April. The forms are not yet ready, they will be ready in the middle of March. But there is a workshop, there are workshops that have been held for -- to inform the Hispanic residents, particularly, but everybody, but her grant is for the development of the community, the Hispanic community.

In Mattituck and Riverhead, these workshops are being held to provide information about the census. And, also, in Greenport, on the 21st of March. So I thought I would give the Board members and announce to the rest of anyone who may be watching, this information about the
workshops.

These are fliers in Spanish. If you have employees, friends -- wait, let me take one -- employees, friends, tenants, be sure they get these, because it's very clear where the information is going to be provided and when. And I think a lot can be done with just simple information sessions to reduce fear.

The other thing is that starting in April, on April 1st, there will be tabling, that is tables and other information kinds of -- tables outside places like the IGA and the laundromat to provide more information, and to encourage people to sign up and to fill out the forms, when we have the forms.

And, in addition, there will be some door-to-door canvassing by volunteers that Sister Margaret has recruited. She has already been recruiting volunteers and, interestingly enough, most of the volunteers she's found have been Spanish-speaking. But she wants, and I think this is appropriate, to be sending in the door-to-door part of this, to be sending around two people, an English-speaker and a Spanish-speaker. So we are looking for
English-speaker volunteers. It doesn't mean a lot of time, but it does mean some attention to the reservations that some of the people we are trying to see will have.

So I'm here tonight partly to ask for people to volunteer who are English-speakers. And I'm asking people to be in touch with me if they are willing to spend a few hours between now and say the 15th of May to help survey our Hispanic neighbors. And my email is DinniGordo, D-I-N-N-I-G-O-R-D-O, my name without the N, @aol.com. And I'm going to hold it this way so the camera can get a picture of my email address.

So this is obviously a very important activity for the Village, for the North Fork in general. There are other people who are dealing with Mattituck and Cutchogue and Riverhead, but I'm sort of in charge of the effort of -- within Sister Margaret's general program. And if other people have questions, either now or beyond tonight, I'm delighted to answer them.

MAYOR HUBBARD: Okay.

MS. GORDON: Any questions?

MAYOR HUBBARD: Thank you.

MS. GORDON: Thank you.
MAYOR HUBBARD: Okay. Anybody else wish to address the Board?
(No Response)

MAYOR HUBBARD: Okay. We'll move on to our regular agenda. I'll offer RESOLUTION #02-2020-1, RESOLUTION adopting the February, 2020 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried. Trustee Clarke.

TRUSTEE CLARKE: RESOLUTION #02-2020-2, Accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #02-2020-3,

RESOLUTION ratifying the hiring of Isaiah Mraz as a part-time, seasonal Skate Guard at the Village of Greenport Ice Rink, at a pay rate of $13.00 per hour, effective January 30th, 2020.

So moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #02-2020-4,
RESOLUTION ratifying the hiring of John Weston Reardon as a part-time, seasonal employee at the Village of Greenport Carousel, at a pay rate of $13.00 per hour, effective February 1st, 2020.

So moved

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-5,
RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to:

Continue the provision of grant administration services related to the proposed agreement between the Village of Greenport and the Governor's Office of Storm Recovery for the
use of CDBG-DR funding, and to secure State and Federal appropriations funding, grants and external funding, with a maximum cost of $13,500; with the Agreement term date to end on December 31st, 2020. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION #02-2020-6, Accepting the attached proposal as submitted by J.R. Holzmacher P.E., LLC dated February 12th, 2020 to prepare the required Annual MS-4 Report; and to submit the Annual MS-4 Report to the New York State Department of Environmental Conservation, at a total cost of $1,500; to be expensed from Account A5110.450 (Miscellaneous Expense), and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport
and J.R. Holzmacher P.E., LLC. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-7, RESOLUTION approving the solicitation of bids for the renovation and upgrade of the public restrooms at Fifth Street Park, and directing Clerk Pirillo to notice the solicitation of bids accordingly. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-8, RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of $33,790.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-9, RESOLUTION authorizing Mayor Hubbard to execute the attached Third Party Custodian Agreement between the Village of Greenport, Manufacturers and Traders Trust Company and the Bank of New York Mellon. So moved.

TRUSTEE CLARKE: Second.
MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-10,

Authorizing Treasurer Brandt to transfer the

following bank accounts from People's United Bank

to M & T Bank:

    Retirement Savings (TA.0201.00)
    Capital Reserve (H.0200.400), and
    Small Cities Rehab (CD.0201.000).

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-11,

RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #4281, to
appropriate reserves to fund engineering services
for the Central Pump Station replacement project,
and directing that Budget Amendment #4281 be
included as part of the formal meeting minutes of
the February 27th, 2020 regular meeting of the
Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-12,

RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #4282, to
appropriate reserves to fund the cleaning of the

Flynn Stenography & Transcription Service
(631) 727-1107
Peconic Landing wet well, and directing that Budget Amendment #4282 be included as part of the formal meeting minutes of the February 27th, 2020 regular meeting of the Board of Trustees. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-13,

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4283, to appropriate reserves to fund the purchase of the Wastewater Treatment Plant UV Lamp Driver Ballasts and Bulbs, and directing that Budget Amendment #4283 be included as part of the formal minute meetings (sic) of February 27th, 2020 regular meeting of the Board of Trustees.

So moved.
TRUSTEE CLARKE: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION #02-2020-14,
Authorizing Treasurer Brandt to perform attached
Budget Amendment #4284, to appropriate reserves
to fund the replacement of the Wastewater
Treatment Plant Yard Hydrant, and directing that
Budget Amendment #4284 be included as part of the
formal meeting minutes of the February 27th, 2020
regular meeting of the Board of Trustees. So
moved.
TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-15,
RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #4285, to
appropriate reserves to fund the repair and
maintenance of Nursing Home Pump #2, and
directing that Budget Amendment #4285 be included
as part of the formal meeting minutes of the
February 27th, 2020 regular meeting of the Board
of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-16,
RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #4286, to appropriate reserves to fund professional services at the Wastewater Treatment Plant, and directing that Budget Amendment #4286 be included as part of the formal meeting minutes of the February 27th, 2020 regular meeting of the Board of Trustees. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #02-2020-17, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4287, to appropriate reserves to fund the approved Change Order to the contract between the Village of Greenport and Johnson Tree Company, and directing that Budget Amendment #4287 be included as part of the formal meeting minutes of the
February 27th, 2020 regular meeting of the Board of Trustees. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-18,

Authorizing Treasurer Brandt to perform attached Budget Amendment #4288, to appropriate reserves to fund training and lodging for Power Plant Employees, and directing that Budget Amendment #4288 be included as part of the formal meeting minutes for the February 27th, 2020 regular meeting of the Board of Trustees.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-19, RESOLUTION approving the attached Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. regarding the New York Association of Public Power 2020-2021 Scope of Work as approved by the New York Association of Public Power members, and authorizing Mayor Hubbard to sign the Request for Work Authorizations submitted by Duncan, Weinberg, Genzer & Pembroke, P.C. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)
MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-20, RESOLUTION accepting the attached proposal as submitted by H2M, dated January 8th, 2020 to prepare the Annual Water Supply Statement/Consumer Confidence Report, and the corresponding supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, at a (total) cost of $2,000.00; to be expensed from Account Number F.8310.413 (Special Services). So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-21, RESOLUTION authorizing the attendance of Trustee Robins and Village Administrator Pallas at the
NYAPP 2020 Annual Conference from April 21, 2020
through April 23, 2020 in Saratoga Springs,
New York at a conference fee of 300 dollars and
50 cents -- excuse me -- $350.00 per person and a
room rate of $139.00 per person per night for
each of the two nights, with meal, mileage and
travel expenses to be reimbursed in accordance
with the Village Travel Reimbursement Policy, to
be expensed from Account E.0782.000 (Management
Services). So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-22,
Authorizing the attendance of Gregory Morris at
the 2020 Stony Brook University Codes Conference
from June 2nd, 2020 through June 4th, 2020 for
the requisite annual training, at a registration
cost of $300 plus all standard mileage and meal
reimbursements in accordance with the Village of
Greenport Travel Policy; to be expensed from
Account A.1113.400 (Parking Enforcement).
So moved.

   TRUSTEE ROBINS:  Second.
   MAYOR HUBBARD:  All in favor?
   TRUSTEE MARTILOTTA:  Aye.
   TRUSTEE CLARKE:  Aye.
   TRUSTEE PHILLIPS:  Aye.
   TRUSTEE ROBINS:  Aye.
   MAYOR HUBBARD:  Aye.
   Opposed?
      (No Response)
   MAYOR HUBBARD:  Motion carried.
   TRUSTEE ROBINS:  RESOLUTION #02-2020-23,
   RESOLUTION adopting the attached SEQRA resolution
   regarding the proposed local law of 2020 amending
   Chapter 136 (Water) and Chapter A-156 (Fees) of
   the Village of Greenport Code; adopting lead
   agency status, determining the adoption of the
   local law amending Chapter 136 (Water) and
   Chapter A-156 (Fees) to be an Unlisted Action for
   purposes of SEQRA, and adopting a Negative
   Declaration, determining that the adoption of the
Local Law will not have a significant negative impact on the environment. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #02-2020-24,
RESOLUTION adopting Local Law. # of 2020,
amending Village of Greenport Code Chapter 136 (Water) and Chapter A-156 (Fees), as a result of increases in the rate for water charged by the Suffolk County Water Authority to the Village of Greenport. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-25,

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Robert E. Hermann on behalf of Pipes Cove Management for the property located on the west side of Sixth Street, +/- 1,051' south of Linnet Street, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for the purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment.

So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION #02-2020-26,
Approving the Wetlands Permit Application
submitted by Robert E. Hermann of En-Consultants
on behalf of Pipes Cove Management Association
for the property located on the west side of
Sixth Street, +/- 1,051' south of Linnet Street
for work per the attached Project Description.
Per the Village of Greenport Conservation
Advisory Council, the following conditions shall
also apply to the approval of this permit
application:
• The applicant must install a pump-out
station connected to the Village sewer system,
with the pump-out station to be located along the
west-facing bulkhead north of the created
wetlands.
• The pump-out station should be made --
should be made available to the Village pump-out
boat, and
• The area surrounding the created
wetlands area on the east side of the property
shall only be planted with native plants.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-27,

RESOLUTION scheduling a public hearing for
7:00 p.m. on March 26, 2020 at the Third Street
Fire Station, Third and South Streets, Greenport,
New York, 11944 regarding the Wetlands Permit
Application submitted by Paul Pawlowski on behalf
of applicant 123 Sterling Avenue Corporation to
complete all bulkhead work as previously approved
with conditions, and to modify the conditions of
the original approval of the approved wetlands
permit for the property located at 123 Sterling
Avenue, Greenport, New York, 11944; and directing
Clerk Pirillo to notice the public hearing
accordingly. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-28,

RESOLUTION declaring as surplus, and no longer

needed for municipal purposes, the 2002 Dodge

Dakota utilized by the Village of Greenport Road

Department. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)
MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-29,
RESOLUTION accepting the bid submitted by Crown Lift Trucks - the lowest bidder - in the amount of $22,755.00 for the purchase by the Village of Greenport of a forklift, per the bid opening on February 20th, 2020. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-30,
Accepting the bid submitted by Striegel Supply, Incorporated - the sole bidder - in the amount of $26,000.00 per cylinder head for the purchase of four (4) cylinder heads by the Village of Greenport of cylinder heads for enterprise diesel engines, per the bid opening on February 20th, 2020. So moved.
TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-31,

RESOLUTION rejecting all bids as received for the
purchase of the 1988 Pierce Lance Fire Pumper,
per the bid opening on January 30th, 2020.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #02-2020-32, RESOLUTION authorizing the re-bid for the purchase of the Village of Greenport 1988 Pierce Lance Fire Pumper, setting a minimum bid amount for $5,000 for the purchase; and directing Clerk Pirillo to notice the re-bid according. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-33, RESOLUTION accepting the bid submitted by Scott Corwin in the amount of $508.38 for the purchase of the 2008 Ford Expedition, per the bid opening on January 30th, 2020. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-34,
Approving the Public Assembly Permit Application
submitted by the Business Improvement District to
use a portion of Mitchell Park from
10:00 a.m. through 12 noon on April 11th, 2020
for the Annual Egg Roll, and corresponding
activities. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-35,
RESOLUTION approving the Public Assembly Permit
Application submitted by Tor Torkelson on behalf
of the True Light Church for the use of a portion
of the Polo Grounds at Moore's Lane from
10:00 a.m. through 3:00 p.m. on June 5th, 2020
(for set-up), June 6th, 2020 (for the actual
annual Hope Day family event), and June 7th, 2020
(for the dismantling process). So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #02-2020-36,
RESOLUTION approving the Public Assembly Permit
Application submitted by the Floyd Memorial
Library for the use of a portion of Mitchell Park
from 4 p.m. through 9 p.m. on July 14th, 2020 for
the annual Children's and Family's Brady Rhymer
Concert. So moved.

Flynn Stenography & Transcription Service
(631) 727-1107
TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-37,
RESOLUTION approving the Public Assembly Permit Application submitted by the Paul Drum Life Experience Project for the use of the Polo Grounds on Moore's Lane from 10:00 a.m. through 11:30 a.m. on July 22nd, 2020 for a goat yoga class. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-38, Approving the Public Assembly Permit Application submitted by Northeast Stage for the use of a portion of Mitchell Park from 5 p.m. through 10 p.m. from August 7th, 2020 through August 9th, 2020 for the annual Shakespeare in the Park performances. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-39, RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 19th,
2020 through September 20th, 2020; for the annual Maritime Festival. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-40, RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-35 -- I say again -- Sections 35-3B and 35-3C of the Greenport Village Code, for the Festival parameters of the East End Seaport Museum Maritime Festival, from 9 a.m. through 5 p.m. on September 19th, 2020 and from noon to 5 p.m. on September 20th, 2020 for the annual Maritime Festival. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION #02-2020-41,
RESOLUTION approving the following musical
performance schedule and payments for the 2020
Dances in the Park program, to be expensed from
Account A.7312.400 (Arts and Culture Exhibits
(sic):
July 6th, 2020 - That Motown Band - $1,200
July 13th, 2020 - The Vendettas for $1,000
July 20th, 2020 - Just Sixties for $1,200
July 27th, 2020 - Swingtime Big Band for $2,300
August 3rd, 2020 - Cravin Band for $1,200
August 10th, 2020 - Southbound - $1,200
August 17th, 2020 - Gene Casey and the Lone
Sharks - $1,200
August 24th, 2020 - No Request Band - $1,200
August 31st, 2020 - Winston Irie - $1,300
So moved.
TRUSTEE CLARKE: Second.
MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-42, Approving the attached contract between the Village of Greenport and James Schott for the provision of technical sound services at nine (9) of the 2020 Dances in the Park performances, at a rate of $400 per performance. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #02-2020-43,
RESOLUTION approving the "Guidelines for
Applications for a Certificate of Appropriateness
for Buildings in the Greenport Historic District"
as prepared and approved by the Village of
Greenport Historic Preservation Commission.
So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-44,
RESOLUTION accepting the resignation of Account
Clerk Kurt Amahit as an employee -- as an
employee of the Village of Greenport, effective

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #02-2020-45,
RESOLUTION approving the request of the Greenport
Ocean Race group for dockage on October 9th, 2020
and October 10th, 2020 at the Village of
Greenport Mitchell Park Marina, at the rate of
$1.00 per foot. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #02-2020-46,
Scheduling a public hearing for 7 p.m. on
March 26, 2020 at the Third Street Fire Station, Third & South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 88 (Noise) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #02-2020-47, RESOLUTION approving the attached resolution authorizing the abandonment of a portion of Johnson Court in the Village of Greenport.

So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #02-2020-48,
RESOLUTION approving all checks in the Voucher
Summary Report dated February 21st, 2020, in the
total amount of $757,944.41 consisting of:

- All regular checks in the amount of
  $654,232.52, and
- All prepaid checks (including wire
  transfers) in the amount of $103,711.89.

So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.
That's it. Okay. Being no further business, I'll offer a motion to adjourn the meeting at 8 o'clock.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILLOTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. Thank you all for coming.

(The meeting was adjourned at 8:00 p.m.)

Flynn Stenography & Transcription Service
(631) 727-1107
CERTIFICATION

STATE OF NEW YORK )
) SS:
COUNTY OF SUFFOLK )

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on February 27, 2020.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of March, 2020.

______________________________
Lucia Braaten

Lucia Braaten
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Flynn Stenography & Transcription Service
(631) 727-1107
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#### Race

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#### Race

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Regular Session 2/27/20

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VILLAGE OF GREENPORT PROPOSED 2020 SCOPE OF WORK

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the administrative, logistical and policy support for the Village Administrator regarding Greenport Municipal Utility's efforts to secure the federal construction funding available through the Housing Trust Fund Corporation (HTFC) acting by and through the Governor's Office of Storm Recovery (GOSR) for the development and construction of the Greenport Municipal Utility Microgrid Project (Project), and administrative, logistical and policy support for the Village Administrator regarding the Village of Greenport's efforts to advance the development of the Twin Forks Passenger Ferry Terminal Reconstruction Project and secure federal and state funding for the Ferry project. This proposal also provides for development and implementation of legislative and communications strategies to support the Village of Greenport (Village) in efforts to secure state and federal appropriations funding, grants and external funding to support the Village in its project development, operational and policy objectives.

Greenport Municipal Utility Microgrid Project

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project

Twin Forks Passenger Ferry Terminal Reconstruction Project

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project
**Legislative**

- Continuation of efforts with NYS Congressional offices (Congressman Zeldin, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman Zeldin) and Members and staff in the NYS Legislative offices (including Sen. LaValle and Assemblyman Palumbo) to identify existing and emerging federal and state funds that may be available to support the Village projects, programs, and objectives.
- Work with the Village Administrator and the relevant Congressional and NYS Legislative offices to develop and implement strategies to secure inclusion of appropriations funding for the Village priorities in the FY 2021 federal and state appropriations processes.
- As appropriate, development/implementation of strategies to advance and support the Village’s project and operational funding priorities that may be potentially impacted by existing and emerging Congressional legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

**Meetings and Communications:**

- As appropriate and directed by the Village Administrator, development and implementation of legislative, education and communication strategies to facilitate support for the Village’s FY 2021 appropriations/grant funding priorities.
- As appropriate and required, discussions with the relevant Congressional and NYS Legislators/staff, relevant Committee staff to support development of communications and legislative strategies that support and advance the Village’s funding initiatives and policy objectives.

**SCHEDULE OF FEES**

I propose a continuation of the existing contract (expiration December 31, 2020) that provides for not more than 100 hours of consulting services at a fee of $135 per hour for the term of the contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work for the Village.
February 12, 2020

Paul Pallas, P.E., Village Administrator
Inc. Village of Greenport
234 Sixth Street
Greenport, NY 117

Re: Proposal for Engineering Support for
Miscellaneous Projects – MS4 Annual
Report Preparation

Dear Mr. Pallas:

Thank you for considering J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers to provide this proposal for professional engineering and consulting services, to assist you during efforts to maintain regulatory compliance with the New York State Department of Environmental Conservation (NYSDEC).

This proposal is intended to ensure a mutual understanding of the goals, scope and costs of the engineering tasks detailed below.

**SCOPE OF WORK**

JRH has assisted the Village in past years during preparation of mapping and reports for administration of the Municipal Separate Storm Sewer System (MS4) general SPDES permit program. We have worked closely in support of village staff in order to reduce the overall costs to the Village. These activities include preparation of an annual report for submission to NYSDEC. This report includes a summary of the compliance activities which took place during the permit year, together with a projection of the planned activities for the coming year.

Our work to prepare the MS4 Annual Report will require input with village staff familiar with the stormwater control activities which took place during the 2019-2020 permit year as well as the range of activities to propose for the next permit year. We recommend that you assign a village staff member to take the role of MS4 Coordinator and we will see this report as a training opportunity for that staff member. The report will be for the plan year from March 10, 2019 to March 9, 2020. We recommend that the draft report be prepared as quickly as possible and then updated to reflect any activities that take place within the next month.

We propose the following for your consideration.

**Task I – MS4 Annual Report**

We anticipate that the following work will be necessary:

- We will start a file for the draft report and will provide it to your assigned MS4 Coordinator. We will review this document via phone and email to review past and
anticipated future activities to complete the draft report. The goal is for the MS4 Coordinator to become familiar with necessary report contents and compliance activities in the future.

- We will assist the designated MS4 Coordinator to identify information on past village activities performed by other village staff familiar with stormwater control and administration activities during the permit year. This information will be incorporated into the draft report.
- We will review available annual reports for prior years with emphasis on the activities which were proposed to be implemented during future years.
- We will draft the annual report on the fillable forms required for filing with the NYSDEC, and provide them for your review and comment.
- Comments on the draft form will be incorporated into a finished version for your final review.
- The approved final version will be submitted to NYSDEC on your behalf.

Task II – Additional Services

We are available to provide additional services if you so desire. Typical services that may arise as part of this type of project can include some or all of the following, but are not expected to be part of our initial scope of services.

- Field survey work or updating of available record drawings.
- Field work including on-site inspections or sampling of storm drainage flows or outfall pipes.
- Water or soil sample collection and analysis.
- Coordination or negotiations with the NYSDEC, NYSDOH, Town of Southold, or other regulators, to address remedial compliance, to prepare permit applications or other issues.
- Meetings or presentations to regulators or the public.
- Design of stormwater retention ponds, leaching facilities or rain gardens.
- Preparation of databases, figures, plans, displays or additional reports not described in this proposal.

SCHEDULE

Task I – MS4 Annual Report

A draft report will be provided for your review within two weeks of receiving information regarding the activities accomplished during the permit year. Comments on the draft report will be incorporated within 3 business days of receipt.

Task II – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule.
COST PROPOSAL
It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

Task I – MS4 Annual Report
Lump Sum $1,500.

Task II – Additional Services
A mutually agreeable budget will be negotiated at the time the scope of any such services is established. A man-hour rate sheet is attached for your reference.

AGreement
A copy of our standard “Terms and Conditions of Service” is enclosed for your consideration. Details of our insurance coverage are described therein. This offer remains valid for ninety days unless extended in writing.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below or providing and equivalent Board Resolution. Please do not hesitate to call me at ext. 101 or Sarah Caliendo at ext. 121 if you have any questions.

Very truly yours,
J.R. Holzmacher P.E., LLC

Accepted by: __________________________________________

For: Inc. Village of Greenport

Date: __________________________________________

Client Contact Phone Number: __________________________

JRH:j
Encl.

p:\2020 grpw\20-01 retainer billing proposal\p grpw ns4.doc
THIRD PARTY CUSTODIAN AGREEMENT  
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of __________ between
(“Local Government”), Manufacturers and Traders Trust Company ("Bank") and The Bank of New York Mellon
("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:


(a) The Bank, to secure the timely payment of Uninsured Deposits herefore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.
2. **Custody of Eligible Collateral**

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any law now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.
3. **Events of Default**

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. **Representation and Warranties**

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

1. it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;

2. this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

3. all securities pledged pursuant to this Agreement are Eligible Collateral;

4. the Bank is a banking organization located and authorized to do business in the State of New York;

5. all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

1. this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

2. the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;

3. it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;

4. all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian’s account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government’s behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government’s authorized officer, upon reasonable notice, shall have access to the Custodian’s books and records maintained with respect to the Local Government’s interest in the Account during the Custodian’s normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government’s authorized officer at the Local Government’s expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys’ fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian’s reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Local Government shall also reimburse Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.
6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at One M&T Plaza, Buffalo, New York 14240, Attn: Office of General Counsel, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at __________________________, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
(i) **Waiver of Immunity.** To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. **Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "E," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.
(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

[LOCAL GOVERNMENT]

By: __________________________________________
Name & Title: __________________________________
Address: ______________________________________
Phone: ___________ Fax: ________________
Email: ________________________________
Tax ID: ________________________________

[BANK]

Manufacturers and Traders Trust Company
By: __________________________________________
Name & Title: __________________________________
Address: ______________________________________
Phone: ___________ Fax: ________________
Email: ________________________________

THE BANK OF NEW YORK MELLON

By: _________________________________________
Title: _______________________________________

BNY MELLON # ASSIGNED: ________________
EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.
EXHIBIT B
Schedule of Eligible Collateral

Margin %

102  (i)  Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.

102  (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

102  (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

102  (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

102  (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

102  (vi) Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.

102  (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.

102  (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

102  (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.

102  (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

102  (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".
EXHIBIT C  
CERTIFICATE OF AUTHORIZED PERSONS  
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting ______________ of (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's ______________ to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Manufacturers and Traders Trust Company ("the Bank") and Custodian dated ______________, and that the signatures appearing opposite their names are true and correct:

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<th>Name</th>
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This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Signature

Name & Title: ______________________

Date: ______________
CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting [position] of [Company Name] (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between ("the Bank"), ("Local Government") and Custodian dated [Date], and that the signatures appearing opposite their names are true and correct:

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This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal]

Signature

Name & Title: ____________________________

Date: ____________________________
RE: State of New York General Municipal Law, Section 10

Reference is made to the Tri-Party Security and Custodial Agreement dated ________ among M&T Bank, Manufacturers and Traders Trust Company ("M&T Bank"), and The Bank of New York Mellon ("Custodian") (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Effective immediately, it is the intention of M&T Bank to utilize Eligible Surety Bonds, priced at par, at a margin of 100% (the "Surety Bonds") as Eligible Collateral held at the Custodian and pledged to you. Pursuant to Section 1(a) of the Agreement, your prior approval is required in order to utilize Surety Bonds as Eligible Collateral. Upon your approval of this letter, Exhibit B "Schedule of Eligible Collateral" will be deemed amended to include such Surety Bonds. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Surety Bonds as Eligible Collateral by signing the three copies of this letter and return them directly to your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact your Relationship Manager if additional information is needed.

Sincerely,

[Signature]

Local Government Name

Manufacturers and Traders Trust Company

[Signature]

Print Name and Title

[Signature]

Print Name and Title

Tax ID #

[Signature]

Print Name and Title

Telephone Number

[Signature]

Print Name and Title

Telephone Number

Approved: __________________

The Bank of New York Mellon

Date: ________

LocalGov't Account UID: __________________

Portfolio:  ____  ____  ____
Reference is made to the Tri-Party Security and Custodial Agreement dated _______ among “Local Government”, Manufacturers and Traders Trust Company (“M&T Bank”) and The Bank of New York Mellon (“Custodian”) (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Effective immediately, it is the intention of M&T Bank to utilize Eligible Letters of Credit issued by the Federal Home Loan Bank of New York, priced at par, at a margin of 100% (the “Letters of Credit”) as Eligible Collateral in accordance with the provisions of Sec. 10 of General Municipal Law of the State of New York. Pursuant to Section 1 of the Agreement, your prior approval is required in order to utilize Letters of Credit as Eligible Collateral. Upon your approval of this letter, Exhibit B “Schedule of Eligible Collateral” will be deemed amended to include such Letters of Credit. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Letters of Credit issued by the Federal Home Loan Bank of New York as Eligible Collateral by signing three copies of this letter and return them directly to your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact me if additional information is needed.

Sincerely,

[Signature]

Manufacturers and Traders Trust Company

Local Government Name

Signature

Print Name and Title

Telephone Number

Tax ID #

Address:

[Signature]

Print Name and Title

Telephone Number

Local Gov’t Account UID: [Redacted]
**VILLAGE OF GREENPORT**

**Budget Adjustment Form**

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<th>2020</th>
<th>Period</th>
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<th>Trans Type</th>
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<tr>
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<td>4281</td>
<td>Trans Date:</td>
<td>02/11/2020</td>
<td>User Ref:</td>
<td>ROBERT</td>
</tr>
<tr>
<td>Requested:</td>
<td>P. PALLAS</td>
<td>Approved:</td>
<td>Created by:</td>
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<td>Description:</td>
<td>TO FUND THE ENGINEERING SERVICES FOR THE CENTRAL PUMP STATION, AS PER VBR # 06-2019-24</td>
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<tr>
<td>G 6130 200</td>
<td>PUMP STATION EQUIPMENT</td>
<td>89,740.00</td>
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**Total Amount:** 179,480.00
## VILLAGE OF GREENPORT
### Budget Adjustment Form

**Year:** 2020  
**Period:** 2  
**Trans No:** 4282  
**Trans Date:** 02/11/2020  
**Trans Type:** B2 - Amend  
**User Ref:** ROBERT  
**Approved:**  
**Created by:** ROBERT

**Requested:** A. HUBBARD  
**Description:** TO APPROPRIATE RESERVES FOR THE FUNDING OF THE PECONIC WET WELL CLEANING

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**Total Amount:** 10,600.00

**Status:** Batch  
**Account # Order:** No  
**Print Parent Account:** No  
**Print Date:** 02/11/2020
**VILLAGE OF GREENPORT**

**Budget Adjustment Form**

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<tr>
<td>User Ref</td>
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<tr>
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<td>A. HUBBARD</td>
</tr>
<tr>
<td>Created by</td>
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</tr>
<tr>
<td>Description</td>
<td>TO APPROPRIATE RESERVES FOR THE FUNDING OF THE PURCHASE OF THE WWTP UVLAMP DRIVER BALLASTS AND BULBS</td>
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**Total Amount:** 10,000.00
Village of Greenport
Budget Adjustment Form

Year: 2020  Period: 2  Trans Type: B2 - Amend
Trans No: 4264  Trans Date: 02/11/2020  User Ref: ROBERT
Requested: A. Hubbard  Approved:  Created by: ROBERT
Description: TO APPROPRIATE RESERVES FOR THE FUNDING OF THE WWTP SEWER YARD HYDRANT REPLACEMENT

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Total Amount: 2,800.00
# VILLAGE OF GREENPORT

## Budget Adjustment Form

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Total Amount: 10,730.00
### VILLAGE OF GREENPORT

#### Budget Adjustment Form

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- **Requested:** A. HUBBARD
- **Approved:**
- **Created by:** ROBERT
- **Description:** TO APPROPRIATE RESERVES TO FUND PROFESSIONAL SERVICES AT THE WWTP. AS PER RESOLUTION #01-2017-3
- **Account # Order:** No
- **Print Parent Account:** No

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**Total Amount:** 10,000.00
VILLAGE OF GREENPORT
Budget Adjustment Form

Year: 2020  |  Period: 2  |  Trans Type: B2 - Amend  |  Status:  |  Batch: 02/11/2020
Trans No: 4287  |  Trans Date: 02/11/2020  |  User Ref: ROBERT  |  Created by: ROBERT
Requested: P. PALLAS  |  Approved:  |  Date: 02/11/2020
Description: TO APPROPRIATE RESERVES TO FUND THE CHANGE ORDER TO THE CONTRACT BETWEEN THE VILLAGE OF GREENPORT AND JOHNSON TREE COMPANY

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Total Amount: 14,400.00
VILLAGE OF GREENPORT
Budget Adjustment Form

Year: 2020  
Period: 2  
Trans No: 4266  
Trans Date: 02/11/2020  
User Ref: ROBERT  
Status: Batch  
Batch Date: 02/11/2020  
Requested: D. JACOBS  
Approved: Created by ROBERT  

Description: TO APPROPRIATE RESERVES TO FUND TRAINING AND LODGING FOR LIGHT PLANT STAFF

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Total Amount: $11,800.00
REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For
Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

[DWG&P Billing Number: 1506]

Purpose: Represent the views and interests of participating municipal and cooperative electric systems on the New York Independent System Operator (NYISO) market participant committees.

Period Covered by Request: March 1, 2020 – February 28, 2021

Work: Organize, prepare for and participate in the regularly scheduled meetings of the Management Committee and Business Issues Committee, which are usually held monthly, as well as the public power sector meeting and joint MC/Board of Directors meeting. Monitor agendas of NYISO working groups (e.g., Market Issues Working Group) and subcommittees, and participate on issues of significance to NYAPP members, within the stated budget. It is recognized and agreed that litigation before the Federal Energy Regulatory Commission and other agencies and courts, is not included and would be the subject of additional specific work orders. Prepare motions and presentations as needed before the NYISO. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed $200,000, including all travel expenses, absent written approval from participating members. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: ____________________________

For Municipal or Cooperative System: ____________________________
REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freepor Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1574

Purpose: General representation of the New York Association of Public Power ("NYAPP") for special projects. The NYAPP Executive Committee will determine what items are to be included in this Work Order.

Period Covered by Request: March 1, 2020 - February 28, 2021.

Scope of Work: Inform and advise NYAPP members on matters of general concern that are not included within individual specific work orders

Cost: Not to exceed System’s pro rata share of $100,000 for the period, including all travel expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: ______________________________

For Municipal or Cooperative System: ______________________________
REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

DWG&P Billing Number: 1550

Purpose: Representation at meetings and conference calls of the New York Association of Public Power (“NYAPP”).

Period Covered by Request: March 1, 2020 - February 28, 2021

Scope of Work: Attend and make presentations at NYAPP member meetings and participate in monthly teleconferences of NYAPP Executive Committee.

Cost: Not to exceed System’s pro rate share of $20,000 in fees for the period, plus expenses, absent written approval from participating systems. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By:

For Municipal or Cooperative System:
January 8, 2020

Mr. Paul J. W. Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, New York 11944

Re: Inc. Village of Greenport - Water Department
H2M Letter Proposal No.: LP200061

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village’s distribution system, and have the Village distribute the statement by May 31, 2020.

2. This year, the State and County is requiring that the results of the New York State Health Department’s Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village’s wells and potential susceptibility to contamination.

3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2019. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.

4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of $2,000.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village’s website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers

Dennis M. Kelner, P.E.
Executive Vice President

DMK:slj

cc: Mayor George Hubbard, Jr.
H2M architects + engineers

PROPOSAL STATEMENT

PROPOSAL TO: Inc. Village of Greenport - Water Dept. DATE: January 8, 2020


The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. EXTENT OF PROPOSAL STATEMENT: This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. GOVERNING LAW: Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. GENERAL:

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials, competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing.

3.7. Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. TERMINATION: This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. DELEGATION OF DUTIES: Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. HOURLY RATES OF COMPENSATION: Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.
7. REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation to H2M for basic and additional services and include expenditures made by H2M, its employees or consultants in the interest of the project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

9.2 LIMITATION OF PROFESSIONAL LIABILITY: The Client agrees to limit H2M's liability to the Client on the project, due to H2M's professional negligent acts, errors or omissions such that the total aggregate liability of H2M shall not exceed fifty thousand ($50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (Definition): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than $1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of $3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than $500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.
9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client’s representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity tests, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, than the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client or extensions of this project or on any other project without written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

AGREED AND ACCEPTED:

CLIENT: ____________________________

SIGNED BY: ________________________

TITLE: _____________________________

DATE: _____________________________

H2M architects + engineers

SIGNED BY: ________________________

TITLE: _____________________________

DATE: January 8, 2020

ENGINNEERS, ARCHITECTS, SCIENTISTS, PLANNERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS

Page 3 of 3 (11/13)
BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 136 (WATER)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 136 (Water), of
the Village of Greenport Code to amend Section 136-3 (Fee Schedule) to reflect increases in
the rate for water that is charged by the Suffolk County Water Authority to the Village of
Greenport for water; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered
the obligations of the Village of Greenport with respect to the amendment of Chapter 136
(Water) and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA with regard to the amendment of Chapter 136 (Water), of the Village of Greenport
Code to amend Section 136-3 (Fee Schedule) to reflect increases in the rate for water that
is charged by the Suffolk County Water Authority to the Village of Greenport for water; and
it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of
Chapter 136 (Water) of the Village of Greenport Code to amend Section 136-3 (Fee
Schedule) to reflect increases in the rate for water that is charged by the Suffolk County
Water Authority to the Village of Greenport for water; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines
that the amendment of Chapter 136 (Water) to reflect increases in the rate for water that is
charged by the Suffolk County Water Authority to the Village of Greenport for water is an
Unlisted Action for purposes of SEQRA;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface
water quality or quantity, traffic or noise levels, substantial increase in solid waste
production, a substantial increase in potential for erosion, flooding, leaching or drainage
problems; and

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and

Will not result in the creation of a material conflict with the community’s current plans or goals, and

Will not result in the creation of a hazard to human health, and

Will not result in a substantial change in land use, and

Will not encourage or attract an additional large number of people to a place for more than a few days, and

Will not result in the creation of a material demand for other actions, and

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee / seconded by Trustee

this resolution is carried as follows:

Dated: January 24, 2020
LOCAL LAW NO. OF THE YEAR 2020

A LOCAL LAW AMENDING SECTION 136-3 (WATER - FEE SCHEDULE)
AND CHAPTER A156-1 (FEES)

OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED
VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1. Title of Local Law

1.2. Enactment.

1.3. Effective Date.

1.4. Purpose and Intent of Local Law.

2.0. General Provisions.

2.1. Amendment to §136-3 Water -Fee Schedule.

2.2 Amendment to Chapter A-156-1 Fees.

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2020 Amending Section 136-3 Water-Fee Schedule of Chapter 136 Water and Chapter A-156-1 - Fees.”

1.2. Enactment.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4. Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend Section 136-3 Fee Schedule and Chapter A-156-1 - Fees to reflect increases in the rate for water that is charged by the Suffolk County Water Authority to the Village for water.

2.0. General Provisions.

2.1. Amendment to Section 136-3 Water - Fee Schedule.

Section 136-3 Water - Fee Schedule of the Greenport Village Code is hereby amended to Read as follows:

§ 136-3. Fee schedule.

A. Residential, meter size less than two inches, invoiced monthly: minimum charge of $222.12 per year for each meter or $18.51 per month. The minimum charge includes 2,000 gallons used monthly. Additional usage between 2,000 and 18,000 gallons shall be billed at the rate of $3.33 per 1,000 gallons. Usage over 18,000 gallons shall be billed at the rate of $4.84 per 1,000 gallons.

B. Commercial, meter size two inches or more, invoiced monthly: minimum charge of $533.52 per year for each meter or $44.46 per month. The minimum charge includes 9,000 gallons used monthly. Additional usage between 9,000 and 60,000 gallons shall be billed at the rate of $3.33 per 1,000 gallons. Usage over 60,000 gallons shall be billed at $4.84 per 1,000 gallons.
2.2 Amendment to Chapter A-156 - Fees

That portion of Chapter 156A Fees that refers to fees for Water shall be amended to read as follows:

Ch. 136, Water - User charges.

Residential, per meter, invoiced monthly, per 2,000 gallons used monthly Minimum charge $222.12 per year for each meter, or $18.51 per month
(meter size less than 2 inches)

Additional usage between 2,000 and 18,000 gallons $3.33 per 1,000 gallons
Over 18,000 gallons $4.84 per 1,000 gallons

Commercial, per meter invoiced monthly, per 9,000 gallons used monthly Minimum charge $442.80 per year for each meter, or $36.90 per month
(meter size of 2 inches or more)

Additional usage between 9,000 and 60,000 gallons $2.76 per 1,000 gallons
Over 60,000 gallons $4.02 per 1,000 gallons

3.0. Severability

In the event that one or more sections of this law shall be deemed to be void or invalid, the remaining sections of this law shall remain in full force and effect.
BOARD OF TRUSTEES  
VILLAGE OF GREENPORT  

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION  
OF APPLICANT ROBERT E. HERMANN OF EN-CONSULTANTS ON BEHALF OF PIPES COVE MANAGEMENT ASSOCIATION  

WHEREAS an application for a wetlands permit approval was filed by applicant Robert E. Hermann of En-Consultants on behalf of Pipes Cove Management Association with the Board of Trustees of the Village of Greenport; and  

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;  

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further  
RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;  
RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;  
Will not have a significant negative impact on the environment in the action, and;  
Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;  
Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;  
Will not result in the creation of a material conflict with a community’s current plans or goals, and;  
Will not result in the creation of a hazard to human health, and;  
Will not result in a substantial change in land use, and;  
Will not encourage or attract an additional large number of people to a place for more than
a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: January 24, 2020
PROJECT DESCRIPTION
FOR
PIPES COVE MANAGEMENT ASSOCIATION
6th STREET
GREENPORT, NY
SCTM #1001-7-1-16.6

Construct +40 lf of vinyl bulkhead in place of timber bulkhead to be removed (Section A1), and construct new easterly +20' vinyl bulkhead return; construct +68 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Sections A2 & A3); excavate and dredge (to a max. depth of -6'MLW) a 6' x 117' area behind existing +123 lf of timber and steel bulkhead to be removed, and construct (6' landward of bulkhead to be removed) +28 lf of vinyl bulkhead (Section B1) with a +6 lf seaward return (to connect Section B1 to Section A3), ±52 lf of low-sill vinyl bulkhead elevated ±3.1 feet lower (Section C), and ±37 lf of vinyl bulkhead (Section B2), and use approximately 253 cy of excavated upland soil/dredged spoil as backfill; lower existing grade up to 3.1 feet behind low-sill bulkhead by excavating approx. 100 cy of upland soil material and constructing ±21', ±52' and ±21' sections of vinyl retaining wall to form a ±21' x ±52' area landward of new low-sill bulkhead to be planted with approx. 832 sf of vegetated tidal marsh (+312 sf IM and ±520 sf HM) and approx. 260 sf of native buffer vegetation; construct ±120 lf of vinyl bulkhead in place of existing timber bulkhead to be removed, immediately seaward of existing steel sheathing to remain (Section D); construct ±42 lf of vinyl bulkhead in place of (and up to 1.35' higher than) existing timber bulkhead to be removed (Section E); construct 3' x 15' ramp and 5' x 25' floating dock secured by (3) 8''-diameter pilings in place of existing 3.5' x 30' fixed dock to be removed; construct ±51 lf of vinyl bulkhead within 33'' of (and up to 1.3' higher than) existing timber bulkhead to remain (Sections F1 & F2); construct ±133 lf of vinyl bulkhead (located within Village jurisdiction) within 18'' of (and up to 2.1' higher than) existing timber bulkhead to remain (Section G); protect and repair (in-kind/in-place) as needed approximately 125 lf of existing concrete retaining wall (located within Village jurisdiction) landward of bulkhead; reconstruct existing 77 sf concrete staircase; remove and replace approximately 1,560 sf of existing brick walk with 12' wide pervious crushed bluestone drainage buffer; relocate existing 5' x 35' floating dock to be secured with (3) 8''-diameter piles; incidentally dredge 10' wide, approx. 1,360 sf area to a max. depth of -6'MLW to recover lost upland soils; and use approximately 52 cy dredge spoil and approximately 91 cy of additional on-site excavation soils as backfill within Village jurisdiction, all as depicted and described on the site plan prepared by L.K. McLean Associates, P.C., dated October 2019.
AGREEMENT, made this day of 2020 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the “Village”) and James D. Schott, with a mailing address of P.O. Box 325, Greenport, New York 11944 (the “Contractor”).

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and furnish all the materials, equipment, tools, and implements required to perform and complete the contract work, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as described and in accordance with the specifications provided by the Village of Greenport for providing TECHNICAL SOUND SERVICES to the Village of Greenport exclusively, for the musical performance schedule for the 2020 Dances in the Park program for the following nine (9) performances:

   July 6, 2020 – That Motown Band
   July 13, 2020 – The Vendettas
   July 20, 2020 – Just Sixties
   July 27, 2020 – Swingtime Big Band
   August 3, 2020 – Cravin Band
   August 10, 2020 - Southbound
   August 17, 2020 – Gene Casey and the Lone Sharks
   August 24, 2020 – No Request Band
   August 31, 2020 – Winston Irie

The stage area shall be in Mitchell Park, Greenport, NY. TECHNICAL SOUND SERVICES shall include: one engineer; erection and disassembly of all sound systems during the event. Contractor shall load-in and set-up with sufficient time for the performance to promptly start at 7:30 pm and is not to exceed 9:30 pm local time. Additional times for delivery and pick-up of stationary equipment will be determined and coordinated with the Village of Greenport.

2. In consideration of the Contractor satisfactorily performing this Contract the Village of Greenport shall pay for the above nine (9) performances that evening by individual checks to the Contractor at Four-Hundred Dollars ($400.00); each for a grand total amount of Three Thousand Six Hundred Dollars ($3,600.00); with one of the Four Hundred ($400.00) payments to be made at the conclusion of each event and at the receipt of individual invoices for each performance date, in accordance with the terms of this agreement.

3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.

4. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

5. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.
6. The Contractor acknowledges that this Contract and the Contract Work is a public improvement project and subject to prevailing wage requirements as set forth in the New York State Labor Law and that the Contractor shall comply with all provisions of the New York State Labor Law applicable to public construction and improvement projects. The Contractor shall insure that the Contractor and Contractor's subcontractors, if any, pay their laborers in compliance with the prevailing wage rate schedule published by the Department of Labor, as the same may be amended during the course of this project, and that the Contractor and the Contractor’s Subcontractors shall file with the Village transcripts of their payrolls, subscribed, and affirmed under the penalty of perjury, in accordance with Section 220 of the Labor Law with any request for payment by the Village to the Contractor. Contractor may provide the Village of Greenport with an affidavit in suitable form attesting that the Contractor entity is a sole proprietorship and not subject to the prevailing wage requirements for that reason.

7. The Contractor shall procure and maintain, at its own expense, and without any contract expense to the Village, until final acceptance by the Village of the work and terms covered by the Contract, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

   a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract, whether performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

   b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

   c. Liability and Property Damage Insurance Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

   Bodily injury each occurrence: $250,000 Aggregate $500,000
   Liability property each occurrence: $1,000,000 Aggregate $1,000,000
   General Liability Insurance each occurrence: $1,000,000 Aggregate $2,000,000

   d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the work the Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

8. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer / employee relationship between the Village and the Contractor or any of the Contractor's employees.
9. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.

10. Payment shall be made on the completion and acceptance of the contract work, and the submission by Contractor of the required documentation, including but not limited to any release of lien and guarantees of suppliers if required by the Village, and sworn payrolls if and as required by the New York State Labor Law.

11. The Contract and Proposal constitute the entire agreement between the Village of Greenport and the Contractor may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY ________________________________
Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY ________________________________

TITLE ________________________________
(Corporate Seal)
I ________________________, being duly sworn upon oath do depose and say:

That I am an independent contractor and am self-employed as a Contractor and do not currently employ others to perform a service for hire.

________________________________________
Date

________________________________________
Signature

Subscribed and sworn to me before me

This _____________ day of ________________, 2020

________________________________________
Notary Public
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF ______________ )
COUNTY OF ______________ )ss:

On this _____ day of ________________, 20___, before me personally appeared __________________________ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL) __________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this _____ day of ________________, 20___, before me personally came __________________________ to me known to be the __________________________, the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL) __________________________
Notary Public
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION AUTHORIZING THE ABANDONMENT OF A PORTION OF
JOHNSON COURT IN THE VILLAGE OF GREENPORT

WHEREAS the Board of Trustees of the Village of Greenport on May 26, 2016
adopted a resolution approving the transfer of the property 324 Johnson Court (the “Habitat
property”) to the Habitat for Humanity for the purpose of developing low income housing; and

WHEREAS the 35 foot portion of Johnson Court that is described by Schedule A
hereto (the “Abandoned Property”), that is located in front of and adjacent to the Habitat
Property exists as a paper street in the Village of Greenport, only, consisting of the last 35 feet of
the westerly terminus of Johnson Court has never been opened, improved, or used for public
access to any other street or property, and;

WHEREAS the owner on both sides of the Abandoned Property consisting of the last
35 feet of the western terminus of Johnson Court is the Village of Greenport, and no other party,
and;

WHEREAS the 35 foot portion of Johnson Court comprising the Abandoned Property
as indicated as “to be abandoned” on a survey entitled Survey of Property at the Village of
Greenport dated September 19, 2017 by Peconic Surveyors (Schedule B) has not been opened
and worked within six years from the time that it was laid out and is not used and is not
necessary for any municipal or public purpose and shall cease to be a public road because it has
not been opened; and

WHEREAS the Abandoned Property as described on Schedule A hereto is thus deemed
and declared to be abandoned by the Board of Trustees pursuant to Section 6-612 of the New
York State Village Law; and
WHEREAS the Board of Trustees determined by resolution dated November 17, 2017 that the abandonment of the Abandoned Property is an unlisted action that will not have a significant negative impact on one or more aspects of the environment; it is therefore;

RESOLVED that the Village of Greenport hereby abandons the property consisting of a portion of 324 Johnson Court being the last 35 feet of Johnson Court and the portion of Johnson Court that is adjacent to the Habitat Property as indicated on the aforementioned survey annexed as Schedule B, and authorizes the Mayor, the Village Clerk and the Village Attorney to prepare, execute and record such documents as are required to complete this abandonment.

Upon motion of Trustee _____ seconded by Trustee _____.

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

Trustee Clarke: ____________
Trustee Martilotta: __________
Trustee Robins: ____________
Trustee Phillips: ____________
Mayor Hubbard: ____________
SCHEDULE A

SUGGESTED DESCRIPTION OF A PORTION OF JOHNSON COURT TO BE ABANDONED
AT GREENPORT
SCTMIP/D 1001-02-04-01

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND BEING ON A PORTION OF JOHNSON COURT,
SITUATE, LYING AND BEING IN GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK AND STATE OF
NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF JOHNSON COURT DISTANT WESTERLY 240.00
FEET FROM THE INTERSECTION OF THE WESBERLY SIDE OF 3rd STREET (AKA RAILROAD AVENUE) AND
THE NORTHERLY SIDE OF JOHNSON COURT;

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION THROUGH
JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 33.00 FEET TO A
POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY OF VILLAGE OF
GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT SOUTH 83 DEGREES 10
MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET OTHER LANDS NOW OR FORMERLY OF THE
VILLAGE OF GREENPORT;

THENCE ALONG LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT NORTH 6 DEGREES 50
MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO A POINT

THENCE NORTH 83 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT
AND PLACE OF BEGINNING.